

**IN THE UNITED STATES DISTRICT COURT FOR THE  
MIDDLE DISTRICT OF TENNESSEE**

LEXON INSURANCE COMPANY,

Plaintiff,

-against-

JAMES C. JUSTICE II,

Defendant.

Civil Action No. 3:23-cv-0772

Chief Judge Waverly D. Crenshaw  
Magistrate Judge Barbara D. Holmes

**DEFENDANT'S WITNESS LIST**

Pursuant to this Court's December 26, 2024 Order (ECF 78) and Fed. R. Civ. P. 26(a)(3),

Defendant submits the following witness list.

**I. Witnesses Defendant expects to present:**

1. James C. ("Jay") Justice, III

Defendant expects that Jay Justice will testify to facts, circumstances, and documents indicating that the amount of "Total Indebtedness" specified in the Amended Agreement and covered by the Amended Guaranty is \$3,538,400.75, and that the parties to the Amended Agreement never intended its term to extend beyond October 1, 2021 or for Senator Justice's limited Amended Guaranty to cover potentially unlimited ongoing premiums. Defendant also anticipates that Jay Justice may testify to facts bearing on the calculation of Lexon's damages, including without limitation amounts previously paid, amounts owed at various points in time, and the rate of premium accrual.

2. Stephen W. Ball

Defendant expects that Mr. Ball will testify to facts, circumstances, and documents indicating that the amount of "Total Indebtedness" specified in the Amended Agreement and covered by the Amended Guaranty is \$3,538,400.75, and that the parties to the Amended Agreement never intended its term to extend beyond October 1, 2021 or for Senator Justice's limited Amended Guaranty to cover potentially unlimited ongoing premiums. Defendant also anticipates that Mr. Ball may testify to facts bearing on the calculation of Lexon's damages, including without limitation

amounts previously paid, amounts owed at various points in time, and the rate of premium accrual.

3. Jeremy T. Sentman

Defendant expects that Mr. Sentman may testify to facts, circumstances, and documents indicating that the amount of “Total Indebtedness” specified in the Amended Agreement and covered by the Amended Guaranty is \$3,538,400.75, and that the parties to the Amended Agreement never intended its term to extend beyond October 1, 2021 or for Senator Justice’s limited Amended Guaranty to cover potentially unlimited ongoing premiums. Defendant also expects that Mr. Sentman will testify to facts bearing on the calculation of Lexon’s damages, including without limitation amounts previously paid, amounts owed at various points in time, the rate of premium accrual, and facts that were or were not accounted for in Lexon’s premium-tracking spreadsheet.

4. Patrick Hennesy

Defendant expects that Mr. Hennesy may testify to facts, circumstances, and documents indicating that the amount of “Total Indebtedness” specified in the Amended Agreement and covered by the Amended Guaranty is \$3,538,400.75, and that the parties to the Amended Agreement never intended its term to extend beyond October 1, 2021 or for Senator Justice’s limited Amended Guaranty to cover potentially unlimited ongoing premiums. Defendant also expects that Mr. Hennesy will testify to facts bearing on the calculation of Lexon’s damages, including without limitation amounts previously paid, amounts owed at various points in time, the rate of premium accrual, and facts that were or were not accounted for in Lexon’s premium-tracking spreadsheet.

**II. Witnesses Defendant may call if the need arises:**

5. Brian Beggs

Defendant may call Mr. Beggs to testify regarding certain exhibits in which he is identified as a sender, recipient, or signatory. Further, Defendant reserves the right to examine Mr. Beggs on the subjects identified for Messrs. Sentman and Hennesy.

6. Defendant James C. Justice, II

Defendant may be called to testify in response to testimony from Plaintiff’s witnesses.

7. Defendant reserves the right to call any person listed by Plaintiff.

8. Defendant reserves the right to call impeachment and rebuttal witnesses, as necessary, including without limitation any witness identified in discovery or in any party's Rule 26(a)(1) disclosures.

9. Defendant reserves the right to call records custodians, as necessary.

Respectfully submitted,

JAMES C. JUSTICE II,

By Counsel:

/s/ Peter C. Robison

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/s/ David R. Pogue

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## **CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on July 28, 2025, the foregoing document was filed via the Court's ECF system, which will send a notice of electronic filing to all ECF-registered counsel of record listed below:

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/s/ Peter C. Robison

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